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CITY CLERK
CONTRACT NO.

OIL AND GAS LEASE

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

THIS AGREEMENT ("Lease") is made and entered into as of the date herein specified by and between- **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas located within Tarrant, Denton, and Wise Counties, Texas, (hereinafter referred to as "Lessor"), and, **DALE PROPERTY SERVICES, L.L.C.**, a Texas Limited Liability Company (hereinafter referred to as "Lessee").

WITNESSETH:

1.

GRANTING CLAUSE

Lessor, in consideration of a cash bonus in hand paid, of the royalties herein provided, and of the agreements of Lessee hereinafter contained, hereby grants, leases, and lets exclusively unto Lessee for the sole purpose of investigating, exploring, drilling, operating, and producing oil and/or gas from the land leased hereunder, together with any liquid or gaseous substances produced in association with oil and gas, the following described land situated in the City of Fort Worth, Texas described in Exhibit "A" attached hereto (the "leased premises").

All mineral substances and mineral rights other than oil and gas (and all other liquid or gaseous minerals produced in association with oil or gas) are expressly reserved to Lessor and excepted from this Lease. These reserved mineral rights include, but are not limited to, the rights to lignite, coal and sulfur not produced as a component of oil and gas.

For the purpose of determining the amount of any bonus or other payment hereunder, said leased premises shall be deemed to contain 25.738 acres, whether actually containing more or less.

2.

PRIMARY TERM

Subject to the other provisions herein contained, this Lease shall be for a term of two (2) years from the date of the notarial acknowledgment of Lessor's execution of this instrument (hereinafter called "primary term") and so long thereafter as oil, gas or other minerals granted herein are produced from the leased premises or lands pooled therewith, in paying quantities, or operations are in progress thereon as hereinafter provided, and the royalties are paid as provided herein. For the purposes of this lease, the term "operations" means any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search for or in the endeavor to obtain production of oil or gas, so long as such operations are carried out with due diligence with no cessation of more than ninety (90) consecutive days.

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3.

DELAY RENTALS

This is a paid-up lease and no delay rentals are due. Upon termination, Lessee shall prepare, execute and deliver to Lessor a recordable release covering the leased premises in accordance with this Lease. Lessee may at any time or times execute and deliver to Lessor, a release or releases of this Lease as to all or any part of the leased premises, and thereby be relieved of all obligations as to the released land or interest, except for the indemnification obligations described in Paragraph 16 and the plugging obligations of this Lease.

4.

ROYALTIES

Lessee shall pay to Lessor the following royalties, which shall be free of all costs of any kind, including, but not limited to, costs of gathering, production, transportation, treating, compression, dehydration, processing, marketing, trucking or other expense, directly or indirectly incurred by Lessee, whether as a direct charge or a reduced price or otherwise. In this regard, Lessee agrees to bear one hundred percent (100%) of all costs and expenses incurred in rendering hydrocarbons produced on or from the leased premises marketable and delivering the same into the purchaser's pipeline for immediate transportation to an end user or storage facility. Additionally, said royalties shall never bear, either directly or indirectly, under any circumstances, the costs or expenses (including depreciation) to construct, repair, renovate or operate any pipeline, plant, or other facilities or equipment used in connection with the treating, separation, extraction, gathering, processing, refining, compression, transporting, manufacturing or marketing of hydrocarbons produced from the leased premises or lands pooled therewith.

A. On oil, gas (including flared gas) and casinghead gas, together with any other liquid or gaseous hydrocarbons recovered by Lease operations (such as in drips or separators) twenty-five percent (25%) of the proceeds of the sale or of the market value thereof, whichever is higher. Such proceeds of oil, gas and casinghead gas, together with any other liquid or gaseous hydrocarbons recovered by Lease operations, is to be delivered free of cost at the well or to the credit of the Lessor into pipelines, gathering lines, barges or other facilities to which the wells and tanks on the property may be connected. Lessor shall always have the right, at any time and from time to time, upon reasonable written notice to Lessee, to take Lessor's share of oil, gas and processed liquids in kind. Lessor may elect to take Lessor's gas in kind at the well, or at the point of delivery where Lessee delivers Lessee's gas to any third party. If gas is processed, Lessor may elect to take Lessor's share of the residue gas attributable to production from the leased premises, at the same point of delivery where Lessee receives its share of residue gas or has its share of residue gas delivered to a third party. Lessor may elect to have its royalty share of processed liquids stored in tanks at the plant or delivered into

pipelines on the same basis as Lessee's share of liquids is stored or delivered. Lessor shall reimburse Lessee for all reasonable costs incurred by Lessee in installing, operating or maintaining additional facilities necessary for Lessor's royalty gas and processed liquids to be separately metered, accounted for, and delivered to a third party, but Lessor shall not be charged for any expense in the production, gathering, dehydration, separation, compression, transportation, treatment, processing or storage of Lessor's share of gas and processed liquids.

B. On products, twenty five percent (25%) of the gross market value or proceeds of sale thereof, whichever is higher.

C. On residue gas or gas remaining after separation, extraction or processing operations, twenty five percent (25%) of the proceeds of sale or of the market value thereof, whichever is higher.

D. For purposes of this Paragraph 4, the term "market value" shall mean for gas and products therefrom (i) the gross price at which gas or products therefrom are sold pursuant to a Gas Contract, as defined below, that is ratified by Lessor according to Paragraph G below or (ii) if not sold pursuant to a Gas Contract, as defined below, ratified by Lessor and Lessee, the highest gross price reasonably obtainable for the quantity of gas or products available for sale, through good faith negotiations for gas or products produced from the leased premises at the place where such gas or product is available for sale on the date of such a contract with adequate provisions for redetermination of price at intervals of no less frequency than one (1) year to ensure that the production is being sold for no less than the current market price. Included within the definition of "Market Value" as used herein is the presumption that Gas Contracts that are ratified by Lessor are arms-length contracts with purchasers who are not affiliates of Lessee. An "affiliate" includes, but is not limited to, the parent company or a subsidiary of Lessee, a corporation or other entity having common ownership with Lessee, a partner or joint venturer of Lessee with respect to the ownership or operation of the processing plant, a corporation or other entity in which Lessee owns a ten percent or greater interest, or any individual, corporation or other entity that owns a ten percent or greater interest in Lessee. In no event shall "market value" ever be less than the amount actually received by the Lessee for the sale of hydrocarbons.

E. This Lease is intended to cover only oil and gas, but some other substances (including helium and sulphur) may be produced necessarily with and incidental to the production of oil or gas from the leased premises; and, in such event, this Lease shall also cover all such other substances so produced. On all such substances so produced under and by virtue of the terms of this Lease, Lessor shall receive a royalty of twenty five percent (25%) of all such substances so produced and saved, same to be delivered to Lessor, free of all costs; or, at Lessor's election, Lessor's twenty five percent (25%) of such substances shall be sold by Lessee with Lessee's portion of such substances and at the same profit realized by Lessee for its portion of such substances.

F. All royalties hereinabove provided shall be payable in cash (unless Lessor elects to take such royalty oil or gas in kind) to Lessor within ninety (90) days following the end of the month in which the first commercial sale of production occurred and thereafter no more than sixty (60) days after the end of the month following the month during which production takes place. Subject to the provisions of Paragraph 10 of this Lease concerning shut-in wells, royalties shall be paid to Lessor by Lessee and/or its assigns or by the product purchaser for oil and/or gas. Upon the failure of any party to pay Lessor the royalty as provided in this paragraph, Lessor may, at Lessor's option, elect to terminate this Lease by sending written notice to Lessee. Lessee shall then have thirty (30) days from the date of service of such written notice in which to avoid termination of this Lease by making or causing to be made the proper royalty payment or payments that should have been paid. If such royalty payment is not made on or before the expiration of the 30-day period, or written approval is not obtained from Lessor to defer such payment, Lessor may elect to terminate this Lease by filing a Notice of Termination with the County Clerk in the county where the leased premises are located. The effective date of said termination shall be the date said Notice of Termination is filed with the said County Clerk.

G. Lessee agrees that it will not enter into any contract for the sale, delivery, transporting or processing of gas produced from the leased premises which shall extend more than two (2) years from the effective date of such sales contract unless such contract has adequate provisions for redetermination of price at intervals of no less frequency than one (1) year to ensure that production from this Lease is not being sold for less than the then current market value. At least thirty (30) days prior to the delivery or the execution of any contract for the sale, delivery, transporting or processing of gas produced from the leased premises, Lessee shall provide Lessor with a complete copy of each proposed contract for the purchase, transportation and/or processing of such gas that Lessee intends to execute (each a "Gas Contract"), whereupon, Lessor shall have fifteen (15) days within which to either ratify such Gas Contract or notify Lessee in writing that it does not approve of such Gas Contract, including a statement of the reasons that Lessor does not approve of such Gas Contract (Lessor's failure to respond within the fifteen (15) days either by ratification or by written notice that it does not approve of the proposed Gas Contract shall be deemed to be Lessor's ratification of such Gas Contract). If Lessor ratifies the Gas Contract, Lessor shall be deemed bound by the terms of such Gas Contract (and, at Lessee's option, Lessor shall execute such Gas Contract as a party thereto) and the gas or products therefrom sold pursuant to such Gas Contract shall be deemed sold at market value based on the gross price stated therein. Lessee shall not amend or modify any material terms of a Gas Contract ratified by Lessor without the prior written consent of Lessor. If Lessor does not approve of a Gas Contract, Lessee shall consult with Lessor in an effort to agree to the terms of the proposed Gas Contract, and if the other party or parties to the Gas Contract agree to the changes or modifications to the Gas Contract which are

proposed by Lessor in order for Lessor to ratify such Gas Contract, then Lessor shall be deemed to have ratified such Gas Contract (and, at Lessee's option, Lessor shall execute such Gas Contract as amended and modified, as a party thereto). If Lessor and Lessee cannot agree on the terms of a Gas Contract that are acceptable to the other party or parties thereto, Lessee may elect to execute such Gas Contract and sell, deliver, transport and process gas according to the terms thereof, subject to the other terms of this Paragraph 4 concerning the payment of Lessor's royalty on gas and products there from, including the right of Lessor to take its share of gas in kind. In the event Lessor elects to take and separately dispose of its royalty share of gas, the parties shall enter into a mutually acceptable balancing agreement providing for (a) the right of an under produced party to make up an imbalance by taking up to 150 percent of its share of production and (b) an obligation to settle any imbalance remaining after depletion in cash, based on the proceeds received by the overproduced party when the imbalance was created, or if the overproduced party's gas was used but not sold, based on the market value of the gas when imbalance was created.

H. In the event Lessee enters into a gas purchase contract which contains what is commonly referred to as a "take or pay provision" (such provision meaning that the gas purchaser agrees to take delivery of a specified minimum volume or quantity of gas over a specified term at a specified price or to make minimum periodic payments to the producer for gas not taken by the purchaser) and the purchaser under such gas purchase contract makes payment to Lessee by virtue of such purchaser's failure to take delivery of such minimum volume or quantity of gas, then Lessor shall be entitled to twenty five percent (25%) of all such sums paid to Lessee or producer under the "pay" provisions of such gas purchase contract. Such royalty payments shall be due and owing to Lessor within thirty (30) days after the receipt of such payments by Lessee. If the gas purchaser "makes up" such gas within the period called for in the gas contract and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor shall not be entitled to royalty on such "make up" gas. If Lessee is not producing any quantities of gas from the leased premises but is receiving payments under the "pay" portion of such "take or pay" gas purchase contract provision, such payments shall not relieve Lessee of the duty to make shut-in royalty payments if Lessee desires to continue this Lease, but such "take or pay" royalty payments shall be applied as a credit against any shut-in royalty obligation of the Lessee. Lessor shall be a third-party beneficiary of any gas purchase contract and/or transportation agreement entered into between Lessee and any purchaser and/or transporter of Lessor's gas, irrespective of any provision of said contracts to the contrary, and such gas purchase contract and/or transportation agreement will expressly so provide. Further, Lessor shall be entitled to twenty-five percent (25%) of the value of any benefits obtained by or granted to Lessee from any gas purchaser and/or transporter for the amendment, modification, extension, alteration, consolidation, transfer,

cancellation or settlement of any gas purchase contract and/or transportation agreement.

I. Lessee agrees that before any gas produced from the leased premises is used or sold off the leased premises, it will be run, free of cost to Lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient, to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered and Lessor properly compensated therefor.

J. Any payment of royalty or shut-in gas royalty hereunder paid to Lessor in excess of the amount actually due to the Lessor shall nevertheless become the property of the Lessor if Lessee does not make written request to Lessor for reimbursement within one (1) year from the date that Lessor received the erroneous payment, it being agreed and expressly understood between the parties hereto that Lessor is not the collecting agent for any other royalty owner under the lands covered hereby, and a determination of the name, interest ownership and whereabouts of any person entitled to any payment whatsoever under the terms hereof shall be the sole responsibility of Lessee. It is further expressly agreed and understood that: (i) this provision shall in no way diminish the obligation of Lessee to make full and punctual payments of all amounts due to Lessor or to any other person under the terms and provisions of this Lease, and (ii) any overpayments made to the Lessor under any provisions of this Lease shall not be entitled to be offset against future amounts payable to parties hereunder.

K. The terms of this Lease may not be amended by any division order and the signing of a division order by any mineral owner may not be made a prerequisite to payment of royalty hereunder.

L. Oil, gas or products may not be sold to a subsidiary or affiliate of Lessee as defined herein without the Lessor's prior written permission.

M. Lessee shall pay Lessor royalty on all gas produced from a well on the leased premises and sold or used off the leased premises, regardless of whether or not such gas is produced to the credit of Lessee or sold under a contract executed by or binding on Lessee. Should gas be sold under a sales contract not binding on Lessee, Lessor's royalty will be calculated based on the highest price paid for any of the gas produced from the well from which such gas is produced. In no event will the price paid Lessor for Lessor's share of gas be less than the price paid Lessee for Lessee's share of gas.

5.

POOLING

Lessee, upon the prior written consent of Lessor, which shall not be unreasonably withheld, is hereby given the right to pool or combine the acreage covered by this Lease or any portion thereof as to oil and gas, or either of them with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when it is necessary or advisable to do so in order to properly explore, or develop, produce and operate said leased premises in compliance with the spacing rules of the appropriate lawful authority, or when to do so would

promote the conservation of oil and gas in and under and that may be produced from said premises. Should Lessee desire to exercise its pooling right as to any part of the land, Lessee shall first provide written notice to Lessor at The City of Fort Worth, Attention: Planning and Development Department, 1000 Throckmorton Street, Fort Worth, Texas 76102. Lessee shall provide three (3) copies of the notice to the Lessor which shall include a plat of the proposed pooled tract intended to be pooled. Furthermore, Lessee shall describe the amount of the leased premises intended to be included within the pooled unit and the total amount of the proposed pooled unit. Lessor shall have forty-five (45) days following its receipt of the pooling notice to approve or reject the proposed pooled tract by notice to Lessee. If Lessor does not provide notice of approval or rejection within such forty-five (45) day period, the proposed pooled tract shall be deemed approved by Lessor on the forty-sixth day following its receipt of the pooling notice. In the absence of field rules, units pooled for oil and gas hereunder shall not exceed the acreage provided for retained acreage tracts in Section 7. Lessee, under the provisions hereof, may pool or combine acreage covered by this Lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this Lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing the pooled acreage as a pooled unit. In this regard, Lessee shall provide Lessor with a copy of any and all documents filed with any regulatory authority or recorded in the records of any county within thirty (30) days of filing such documents. Upon the recordation of the unit in the county records and the timely furnishing of the copies required herein to Lessor the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this Lease, such operations shall be considered as operations for drilling on or production of oil and gas from land covered by this Lease whether or not the well or wells be located on the premises covered by this

Lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of this Lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, there shall be allocated to the land covered by this Lease and included in said unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be on oil and gas, or either of them, so allocated to the land covered by this Lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as production from this Lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from this Lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this Lease. If this Lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this Lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises. Notwithstanding anything to the contrary therein above, all of the leased premises contained in this lease shall be included in a unit unless Lessee is able to demonstrate that for prudent development purposes only a portion of the lease should be included in a unit. In such cases, at least 50% of the leased premises must be included in the unit.

6.

CONTINUOUS DRILLING

At the expiration of the primary term this Lease shall remain in full force and effect for so long as Lessee is conducting Continuous Drilling Operations (as herein defined). Lessee shall be considered to be engaged in Continuous Drilling Operations at the expiration of the primary term if: (1) Lessee is then engaged in drilling operations on the leased premises or lands pooled therewith or (2) Lessee has completed a well as a producer or as a dry hole within one hundred twenty (120) days prior to the expiration of the primary term. Lessee also shall be considered to be engaged in Continuous Drilling Operations for so long thereafter as Lessee conducts drilling operations on the leased premises, or lands pooled therewith, with due diligence and with intervals of no more than one hundred twenty (120) days between the date of completion of one well and the date of commencement of drilling operations on an additional well. "Completion" shall be considered to be the date of release of the completion rig for a completed well, but in no event more than

one hundred twenty (120) days following the release of the drilling rig. In the case of a dry hole, "completion" shall be considered to be the date of release of the drilling rig. "Commencement" shall be the actual spud date of a well. Continuous Drilling Operations shall be deemed to have ceased upon the failure of Lessee to commence drilling operations on an additional well within such one hundred twenty (120) day period. When the Continuous Drilling Operations cease, the provisions of Paragraph 7 will be applicable.

7.

RETAINED ACREAGE

A. **Vertical Wells**

At the expiration of the primary term of this Lease or upon the termination of the continuous drilling program set forth in Paragraph 6, each non-horizontal well drilled hereon capable of producing in paying quantities will hold only forty (40) acres for any formation from the surface to the base of the Barnett Shale formation. As to depths below the base of the Barnett Shale Formation, the proration unit shall be the minimum size necessary to obtain the maximum production allowable. If the proration unit for a well completed below the base of the Barnett Shale Formation is larger than 40 acres, the well may maintain the Lease as to formations above the base of the Barnett Shale Formation as to not more than 40 acres. All other acreage except that included in a proration unit or pooled unit as described above will cease to be covered by this Lease and will be released. To the extent possible, each such proration unit will be in the shape of a square, with the bottom of the well in the center. Further, it is understood and agreed that Lessee shall earn depths as to each proration unit or pooled unit only from the surface down a depth which is the stratigraphic equivalent to a depth of one hundred feet (100') below the deepest producing formation in such well which is capable of producing oil or gas in paying quantities at the expiration of the primary term of this Lease or upon the termination of the continuous drilling program set forth in Paragraph 6. This Lease will terminate at such time as to all depths below such depths as to each respective proration unit or pooled unit. If production should thereafter cease as to acreage included in a proration unit or pooled unit, this Lease will terminate as to such acreage unless Lessee commences reworking or additional drilling operations on such acreage within ninety (90) days thereafter and continues such reworking or additional drilling operations until commercial production is restored thereon, provided that if more than ninety (90) days elapse between the abandonment of such well as a dry hole and the commencement of actual drilling operations for an additional well, or more than ninety (90) days pass since the commencement of reworking operations without the restoration of commercial production, this Lease shall terminate as to the applicable proration unit or pooled unit.

At any time or times that this Lease terminates as to all or any portion of the acreage of the leased premises, Lessee shall promptly execute and record in the office of the County Clerk in the County where the leased premises are located, a proper release of such terminated acreage and shall furnish

executed counterparts of each such release to Lessor at the address shown in Paragraph 19 hereof.

B. Horizontal Wells

It is expressly understood and agreed that, subject to the other terms, provisions and limitations contained in this Lease, Lessee shall have the right to drill "horizontal wells" under the leased premises, or lands pooled therewith. The term "horizontal well" or "horizontally drilled well" shall mean any well that is drilled with one or more horizontal drainholes having a horizontal drainhole displacement of at least five hundred eighty-five (585) feet. For the purposes of further defining the term "horizontal wells" and "horizontally drilled" reference is made to the definitions contained within Statewide Rule 86, as promulgated by the Railroad Commission of Texas, which definitions are incorporated herein for all purposes.

In the event of any partial termination of the Lease as provided in Paragraph 7A, then, with regard to a well which is a horizontal well or a horizontally drilled well, Lessee shall be entitled to retain all sands and horizons at all depths from the surface down to a depth which is the stratigraphic equivalent of a depth of one hundred (100) feet below the base of the deepest producing formation in such well which is capable of producing oil or gas in paying quantities, but only in a spacing unit the area or number of acres of which are equal to the area or number of acres determined by adding twenty (20) acres for each five-hundred eighty-five (585) feet horizontally drilled to the original forty (40) acres deemed to be a proration unit for each vertical well. Each such tract around each horizontally drilled well shall be as nearly in the shape of a square or a rectangle as is practical with the boundaries of the tract including the entire horizontal drainhole and the lateral boundaries of such tract being approximately equal distance from such drainhole and parallel thereto.

If production should thereafter cease as to acreage included in a proration unit or pooled unit, this Lease will terminate as to such acreage unless Lessee commences reworking or additional drilling operations on such acreage within ninety (90) days thereafter and continues such reworking or additional drilling operations until commercial production is restored thereon, provided that if more than ninety (90) days pass between the abandonment of such well and the commencement of actual drilling operations for an additional well, or more than ninety (90) days pass since the commencement of reworking operations without the restoration of commercial production, the Lease shall terminate as to the applicable proration unit.

At any time or times that this Lease terminates as to all or any portion of the acreage of the leased premises, Lessee shall promptly execute and record in the office of the County Clerk in the County where the leased premises are located, a proper release of such terminated acreage and shall furnish executed counterparts of each such release to Lessor at the address shown in Paragraph 19 hereof.

8.

OFFSET OBLIGATIONS

In the event a well or wells producing oil or gas should be brought in on land within 330 feet from any boundary of the leased premises, Lessee agrees within ninety (90) days from commencement of production from such well or wells to commence the actual drilling of an offset well or wells on the leased premises; provided that the well or wells which are to be offset are producing in paying quantities and have been perforated and fraced within 330 feet of the leased premises; or Lessee shall release to Lessor free of this Lease the offsetting tract.

9.

FORCE MAJEURE

A. The term "force majeure" as used herein shall mean and include: requisition, order, regulation, or control by governmental authority or commission; exercise of rights or priority or control by governmental authority for national defense or war purpose resulting in delay in obtaining or inability to obtain either material, equipment or means of transportation normally necessary in prospecting or drilling for oil, gas or other mineral granted herein, or in producing, handling or transporting same from the leased premises; war, scarcity of or delay in obtaining materials or equipment; lack of labor or means of transportation of labor or materials; acts of God; insurrection; flood; strike; or other things beyond the control of Lessee. The term "force majeure" shall not include lack of markets for production or any other events affecting only the economic or financial aspects of drilling, development or production.

B. Notwithstanding any other provisions of this Lease, but subject to the conditions hereinafter set forth in this Paragraph 9, should Lessee be prevented by "force majeure" as defined above, from conducting drilling or reworking operations on, or producing oil, gas or other mineral from, the leased premises, such failure shall not constitute a ground for the termination of this Lease or subject said Lessee to damages therefore; and the period of time during which Lessee is so prevented shall not be counted against Lessee, but this Lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas or other mineral from, such leased premises provided, however, that in no event will the primary term be extended unless Lessee has begun the actual drilling of a well prior to the date of the expiration of the primary term. All of the provisions of this paragraph are subject to each of the following express conditions:

The terms and conditions of this paragraph shall not extend beyond the expiration date of any law, order, rule or regulation invoked under this paragraph, and shall be applicable and effective only during the following periods:

- (1) If the force majeure shall occur during the primary term of this Lease, it shall not operate to extend this Lease more than two (2) consecutive years beyond the expiration of the primary term.

(2) If the force majeure shall occur during a one hundred twenty (120) day drilling or reworking period provided for in Paragraphs 6 and 7 hereof, after the primary term has expired, then it shall not operate to extend the Lease more than two (2) successive years beyond the expiration of such one hundred twenty (120) day periods.

(3) In no event will the primary term be extended beyond the two (2) year term described in B (1) and B (2).

C. None of the provisions of this paragraph shall ever be or become effective and applicable unless Lessee shall, within a reasonable time (not to exceed sixty (60) days in any event) after occurrence of the claimed event of force majeure above referred to, notify the Lessor, in writing, of such occurrence with full particulars thereof.

D. The terms of this paragraph do not apply to monetary payments due under the terms of this Lease.

10.

SHUT-IN GAS WELL PROVISIONS

If at any time after the expiration of the primary term while there is a gas well on the leased premises or land pooled therewith which is capable of producing gas in paying quantities, but the production thereof is shut-in or suspended for any reason, and if this Lease is not then continued in force by some other provision hereof, then this Lease shall nevertheless continue in force as to such well and the pooled unit or proration unit allocated to it for a period of sixty (60) days from the date such well is shut-in or at the end of the primary term, whichever is the later date. Before the expiration of any such sixty (60) day period, Lessee or any Assignee hereunder may pay or tender to the Lessor a shut-in royalty equal to Five Thousand Dollars (\$5,000.00) per shut-in gas well and if such payment or tender is timely made, this Lease shall continue in force but only as to said well or wells and the proration unit or the pooled unit allocated to it or them and it shall be considered that gas is being produced from said well or wells in paying quantities for one (1) year from the date such well or wells are shut-in, and in like manner one, and only one, subsequent shut-in royalty payment may be made or tendered and it will be considered that gas is being produced from said well or wells in paying quantities for such additional one (1) year period as well.

Lessee shall not be entitled to recover any shut-in royalty payments from the future sale of gas. Should such shut-in royalty payments not be made in a timely manner as provided in this section, it will be considered for all purposes that there is no production and no excuse for delayed production of gas from any such well or wells, and unless there is then in effect other preservation provisions of this Lease, this Lease shall terminate. Lessee shall pay or tender directly to the Lessor at the address as shown in Paragraph 19 all shut-in royalty payments as required by this Lease.

11.

INFORMATION, ACCESS AND REPORTS

A. Lessor shall have free access at all times to all wells, tanks, and other equipment that services wells under the leased premises, including drilling wells, and Lessee agrees to furnish Lessor, or Lessor's nominee, currently and promptly, upon written request, with full well information including cores, cuttings, samples, logs (including Schlumberger and other electrical logs), copies and results of deviation tests and directional and seismic surveys, and the results of all drill stem tests and other tests of other kind or character that may be made of wells on the leased premises. Upon five (5) business days notice to Lessee, Lessor or Lessor's nominee shall be furnished with and have free access at all times to Lessee's books and records relative to the production and sale of oil, gas or other minerals from the leased premises, including reports of every kind and character to governmental authorities, State or Federal. Lessor shall have the right at its election to employ gaugers or install meters to gauge or measure the production of all minerals produced from the leased premises, and Lessee agrees to prepare and deliver to Lessor or Lessor's gauger or nominee duplicate run or gauge tickets for all minerals removed from the premises. Lessee shall furnish to Lessor daily drilling reports on each well drilled.

B. Lessee shall furnish to Lessor, within a reasonable time after its execution, a copy of any gas purchase contract or transportation agreement entered into in connection with the leased premises, or if there is already a gas purchase contract or transportation agreement in effect due to Lessee's operations in the field, then a copy of that contract. Furthermore, a copy of any amendments to the gas purchase contract or transportation agreement shall be furnished said Lessor within thirty (30) days after execution thereof; and on request of Lessor and without cost to the Lessor, Lessee shall furnish Lessor a copy of the following reports: core record, core analysis, well completion, bottom hole pressure measurement, directional survey records, electrical and induction surveys and logs, gas and oil ratio reports, paleontological reports pertaining to the paleontology of the formations encountered in the drilling of any wells on the leased premises, and all other reports which pertain to the drilling, completing or operating of the wells located on the leased premises. Such information shall be solely for Lessor's use, and Lessor shall in good faith attempt to keep same confidential for twelve (12) months after receipt.

C. Lessee shall advise Lessor in writing of the location of all wells drilled upon the leased premises on or before fourteen (14) days prior to commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of each well drilled within thirty (30) days after completion or abandonment.

12.

PRESERVATION OF ECOLOGY OF LEASED PREMISES

Any overflows or releases affecting the leased premises, including, but not limited to, salt

water, mud, chemical, or oil shall be reported immediately to Lessor. Lessee shall not use any water in, on or under the leased premises without the prior written consent of the Lessor.

13.

REMOVAL OF EQUIPMENT

Lessee shall have the right at any time during or within six (6) months after the expiration of this Lease (but not thereafter) to remove all property and fixtures placed by Lessee on the leased premises, including the right to draw and remove all casing, except as to water wells as provided for in Paragraph 14 (d). This paragraph shall not apply to equipment or casing on or in an oil or gas well capable of producing in paying quantities, but Lessee shall be paid reasonable salvage value for any such casing or equipment. It is contemplated that Lessee may drill across and through lands covered by this agreement where production is not obtained or ceases. Where the casing or pipeline placed or laid through such non-producing lands is necessary to the production of a well or wells located on other lands covered by this Lease, or lands pooled therewith, it is expressly understood and agreed that Lessor will make no demand that such casing, pipelines or other equipment necessary for the production of a well or wells drilled by Lessee be removed as long as such casing, pipelines and other equipment is necessary for the production of a producing well or wells drilled by Lessee.

14.

ASSIGNABILITY BY LESSEE

This lease may be assigned in whole or in part by Lessee and the provisions shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto; provided, however, that any such assignment by Lessee shall require the prior written consent of Lessor, with the exception of any assignment made to Chesapeake Exploration, LLC, or officers, directors, or affiliates of Chesapeake Exploration, LLC, in which case the assignor shall notify Lessor in writing within thirty (30) calendar days of the assignment of the name of the assignee, the effective date of assignment, and a names and telephone number of the primary contact for the assignee. For purposes of this lease, affiliate means all entities, incorporated or otherwise, under common control with, controlled by or controlling Lessee. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote. All transfers by Lessee (including assignments, sales, subleases, overriding royalty conveyances, or production payment arrangements) must be recorded in the county where the lease premises are located, and the recorded transfer or a copy certified to by the County Clerk of the county where the transfer is recorded must be delivered to the Lessor within sixty (60) days of the execution date. Every transferee shall succeed to all rights and be subject to all obligations, liabilities, and penalties owed to the Lessor by the original Lessee or any prior transferee of the Lease, including any liabilities to the Lessor for unpaid royalties. No such transfer shall release the Lessee (or any subsequent transferor) from any

obligation hereunder.

15.

NO WARRANTY

This Lease is given and granted without warranty of title, express or implied, in law or in equity. Lessor agrees that Lessee, at Lessee's option, may purchase or discharge, in whole or in part, any tax, mortgage or other lien upon the leased premises and thereupon be subrogated to the right of the holder thereof, and may apply royalties accruing hereunder toward satisfying same or reimbursing Lessee. It is also agreed that if Lessor owns an interest in the oil and gas under the leased premises less than the entire fee simple estate therein, the royalties to be paid Lessor shall be reduced proportionately, but in no event shall the shut-in royalty amount for a gas well, as provided for in Paragraph 10 hereof, be reduced.

16.

INDEMNITY

LESSEE SHALL EXPRESSLY RELEASE AND DISCHARGE, ALL CLAIMS, DEMANDS, ACTIONS, JUDGMENTS, AND EXECUTIONS WHICH IT EVER HAD, OR NOW HAS OR MAY HAVE, OR ASSIGNS MAY HAVE, OR CLAIM TO HAVE, AGAINST THE LESSOR OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, SUCCESSORS, ASSIGNS, SPONSORS, VOLUNTEERS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF PERSONAL INJURIES, KNOWN OR UNKNOWN, AND INJURIES TO PROPERTY, REAL OR PERSONAL, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE LESSEE. THE LESSEE SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF BONUS AND/OR ROYALTIES REGARDING OWNERSHIP OF THE LESSOR'S MINERAL INTEREST OF THE LEASED PREMISES WHICH MAY BE MADE OR ASSERTED BY LESSEE, ITS AGENTS, ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE OWNERSHIP AND TITLE OF THE MINERAL INTEREST OF THE LESSOR UNDER THIS LEASE.

THE LESSEE SHALL FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD

HARMLESS THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM AND AGAINST EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION AND ANY AND ALL LIABILITY, DAMAGES, OBLIGATIONS, JUDGMENTS, LOSSES, FINES, PENALTIES, COSTS, FEES, AND EXPENSES INCURRED IN DEFENSE OF THE LESSOR, ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES AND DEATH IN CONNECTION THEREWITH WHICH MAY BE MADE OR ASSERTED BY LESSEE, ITS AGENTS, ASSIGNS, OR ANY THIRD PARTIES ON ACCOUNT OF, ARISING OUT OF, OR IN ANY WAY INCIDENTAL TO OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK PERFORMED BY THE LESSEE UNDER THIS LEASE.

THE LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SPONSORS, OR VOLUNTEERS FROM ANY LIABILITIES OR DAMAGES SUFFERED AS A RESULT OF CLAIMS, DEMANDS, COSTS, OR JUDGMENTS AGAINST THE LESSOR, ITS DEPARTMENTS, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, CREATED BY, OR ARISING OUT OF THE ACTS OR OMISSIONS OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE LESSOR OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE LESSEE TO INDEMNIFY AND PROTECT LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE LESSOR AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

17.

INSURANCE

Lessee shall provide or cause to be provided the insurance described in the City of Fort Worth Gas Ordinance for each well drilled under the terms of this Lease, such insurance to continue until the well is abandoned and the site restored. Such insurance shall provide that Lessor shall be a co-insured,

without cost, and that said insurance can not be canceled or terminated without thirty (30) days prior notice to Lessor and ten (10) days notice to Lessor for nonpayment of premiums.

18.

RELEASES REQUIRED

Within thirty (30) days after the partial termination of this Lease as provided under any of the terms and provisions of this Lease, Lessee shall deliver to Lessor a plat showing the production units designated by Lessee, copies of logs showing depths to be retained within each unit, and a fully executed, recordable release properly describing by metes and bounds the lands and depths to be retained by Lessee around each producing well. If this Lease terminates in its entirety, then Lessee shall deliver a complete, fully executed, recordable release to Lessor within thirty (30) days. If such release complies with the requirements of this section, Lessor shall record such release. If Lessee fails to deliver a release complying with the requirements of this section within thirty (30) days after Lessor's demand therefore, then Lessee shall pay Lessor an amount equal to Five Dollars (\$5.00) per acre per day for each acre of the leased premises that should have been released, beginning with the 30th day after the date of Lessor's request and continuing until such release has been executed and delivered to Lessor. It is agreed that actual damages to Lessor for Lessee's failure to deliver such release are difficult to ascertain with any certainty, and that the payments herein provided are a reasonable estimate of such damages and shall be considered liquidated damages and not a penalty. Furthermore, Lessor is hereby authorized to execute and file of record an affidavit stating that this Lease has expired and the reason therefor, and such affidavit shall constitute *prima facie* evidence of the expiration of this Lease or any part of this Lease.

19.

NOTICES

A. **Notifications Required.** Lessee shall advise Lessor in writing of the location of each well to be drilled upon the leased premises or on land pooled therewith on or before thirty (30) days after commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of each well drilled on the leased premises or on land pooled therewith. Such notice shall include furnishing the Lessor a copy of the applicable completion or plugging report filed with any governmental or regulatory agency and a plat or map showing the location of the well on this Lease or lands pooled therewith within thirty (30) days after completion or abandonment.

Lessee shall advise Lessor in writing of the location of each well to be drilled under the leased premises or on land pooled therewith and shall advise Lessor in writing the date of completion, drilling, testing, fracturing, reworking, recompletion, plugging back, repairing, and/or

abandonment of each well drilled under the leases premises or on land pooled therewith (such notice shall include furnishing Lessor a copy of the applicable completion or plugging report filed with any government or regulatory agency) within thirty (30) days after such activity occurs. Reports are also to be made monthly, to include name of well, total monthly production and total product sales. On a quarterly basis, Lessee shall provide a report demonstrating its compliance with the Minority/Women Business Enterprise (MWBE) Goal of % for leases over 40 acres.

B. All notices, information, letters, surveys, reports, material, and all other documents, required or permitted to be sent to Lessor by Lessee shall be sent by certified United States mail, postage prepaid, return receipt required, to the following address:

City of Fort Worth
Attention: Planning and Development Department
1000 Throckmorton Street
Fort Worth, Texas 76102

C. All notices required or permitted to be sent to Lessee by Lessor shall be sent to Lessee by certified United States mail, postage prepaid, return receipt requested to the following address:

Dale Property Services, L.L.C.
Attention: Ms. Ann Vandenberg
2100 Ross Ave., Suite 1870, LB-9
Dallas, TX 75201

D. Service of notices, and other documents, hereunder is complete upon deposit of the mailed material in a post office or official depository under the care and custody of the United States Postal Service, in a postpaid, properly addressed and certified wrapper.

E. Any party hereto shall have the right to change the name or address of the person or persons required to receive notices, and other documents, by so notifying the other party in writing.

20.

BREACH BY LESSEE

Lessee shall conduct Lessee's operations in strict compliance with all of the terms and provisions of this Lease and with all applicable local, state and federal rules and the regulations of any regulatory body having jurisdiction of such operations including, but not limited to, all local, state and federal environmental rules and regulations and applicable city ordinances.

In the event Lessor considers that operations are not, at any time, being conducted in compliance with this Lease, or any implied covenant of this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach of any express or implied covenant or obligation of Lessee hereunder and, Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence

compliance with its obligations hereunder. Failure on the part of Lessee to timely commence efforts to rectify any such breach and to exercise diligence in remedying any such breach shall operate as a forfeiture of this Lease as to the portion thereof effected by such breach; provided that if Lessee, in good faith, disputes any alleged grounds of breach set forth in such notice, Lessee may, within said sixty (60) day period, institute a Declaratory Judgment Action in any District Court in a county where all or part of the said leased premises are located questioning whether it has in fact breached any expressed or implied covenant of this Lease, thereby staying any forfeiture during the pendency of such action. However, in the event that Lessor obtains a final judicial ascertainment in any such proceeding that Lessee is in breach of any covenant hereof, express or implied, then it is agreed that Lessor shall be entitled to a decree providing for cancellation or forfeiture of the Lease in the event such breach is not rectified or commenced in good faith to be rectified by Lessee within thirty (30) days from date such decree becomes final.

21.

LOCATION OF DRILLING ACTIVITY, PIPELINES AND EQUIPMENT

No drilling or other activity shall be conducted on the surface of the leased premises and no roads, electric lines, pipelines, equipment, or other structures shall be placed on the surface of the leased premises.

22.

COMPLIANCE WITH LAWS

Lessee shall comply with all applicable rules, regulations, ordinances, statutes and other laws in connection with any drilling, producing or other operations under the terms of this Lease, including, without limitation, the oil and gas well regulations of the City of Fort Worth.

23.

CONFLICT OF INTEREST

Lessee represents that Lessee; its officers and directors, are not employees or officers of the City of Fort Worth nor is Lessee (its officers and directors) acting on behalf of any such officer or employee of the City of Fort Worth.

24.

TERMS

All of the terms and provisions of this Lease shall extend to and be binding upon the heirs, executors, administrators, successors and authorized assigns of the parties hereto.

25.

ENTIRE AGREEMENT

This Lease states the entire contract between the parties, and no representation or promise, verbal

or written, on behalf of either party shall be binding unless contained herein; and this Lease shall be binding upon each party executing the same, regardless of whether or not executed by all owners of the above described land or by all persons above named as "Lessor", and, notwithstanding the inclusion above of other names as "Lessor", this term as used in this Lease shall mean and refer only to such parties as execute this Lease and their successors in interest.

26.

CAPTIONS

The captions to the various paragraphs of the Lease are for convenience only, to be used primarily to more readily locate specific provisions. They shall not be considered a part of the Lease, nor shall they be used to interpret any of the Lease provisions.

27.

COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall be deemed an original, with the same effect as if the signature thereto and hereto were upon the same instrument.

28.

INTERPRETATION

In the event of any dispute over the meaning or application of any provision of this Lease, this Lease shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Lease.

29.

NO THIRD PARTY RIGHTS

The provisions and conditions of this Lease are solely for the benefit of the Lessor and the Lessee, and any lawful assign or successor of the Lessee and are not intended to create any rights, contractual or otherwise, to any other person or entity.

30.

SEVERABILITY

If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

31.

VENUE AND JURISDICTION

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Lease, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Lease shall be construed in accordance with the laws of the State of Texas.

32.
INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Lessee shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the Lessor. Lessee shall have the exclusive right to control all details and day-to-day operations relative to this Lease and all Exhibits and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Lessee acknowledges that the doctrine of *respondeat superior* will not apply as between the Lessor and Lessee, its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Lessee further agrees that nothing in this Lease will be construed as the creation of a partnership or joint enterprise between the Lessor and Lessee.

33.
GOVERNMENTAL POWERS

It is understood that by execution of this Lease, the Lessor does not waive or surrender any of its governmental powers.

EXECUTED and effective as of the date of the notarial acknowledgment of the Lessor's execution.

LESSOR:

CITY OF FORT WORTH

By: Fernando C.
Assistant City Manager

ATTEST:
Mark Hendry
City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: Sarah J. Fullard
Assistant City Attorney

Date: 4/7/09

C-23428
Contract Authorization
4/7/09
Date

LESSEE: DALE PROPERTY SERVICES, L.L.C.,
A Texas Limited Liability Company

By: Mike Taliaferro
Mike Taliaferro

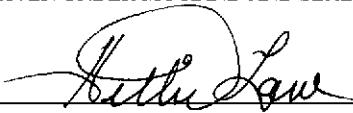
Date: 4/27/09

THE STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Fernando Costa, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of April, 2009.

[SEAL]



Notary Public in and for the
State of Texas

My Commission Expires.

Print Name of Notary Public Here



THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Mike Taliiferro, known to me to be the person whose name is subscribed to the foregoing instrument and, that (s)he has executed the same for the purposes and consideration therein expressed.

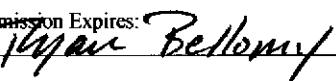
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of APRIL, 2009.

[SEAL]



Notary Public in and for the
State of Texas

My Commission Expires:



Print Name of Notary Public Here

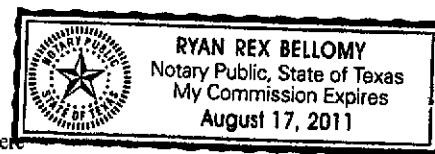


EXHIBIT A

25.738 acres, out of the E. Little Survey, Abstract No. 954, more particularly described as follows:

METES & BOUNDS DESCRIPTION TRAIL DRIVERS PARK NORTH TRACT

Being a 26.890 acre tract of land situated in the E. Little Survey, Abstract Number 954, Tarrant County, Texas, and being part of the tract of land described in the deed to the City of Fort Worth recorded in Volume 1055, Page 586, Deed Records, Tarrant County, Texas, also being all of the tract of land described in the deed to the City of Fort Worth recorded in Document Number D206407073 said 26.890 acre tract of land being more particularly described as follows:

BEGINNING at the intersection of the southerly right-of-way line of NE 28th Street (a variable width right-of-way) with the easterly right-of-way line of Guenther Avenue (a 60 foot wide right-of-way), and being the northwest corner of the remainder of Block 6 of Diamond Hill and addition to the City of Fort Worth according to the plat recorded in Volume 388, Page 21, Plat Records, Tarrant County, Texas;

THENCE with the southerly right-of-way line of NE 28th Street and the northerly lines of the remainders of Blocks 6, 7 and 8 of said Diamond Hill addition North 88°32'38" East a distance of 1054.59 feet;

THENCE departing the southerly right-of-way line of NE 28th Street and said northerly lines with the westerly lines of Lots 9 through 17 inclusive of Block 8 of said Diamond Hill addition South 20°55'02" West at a distance of 447.78 feet passing a 1/2-inch iron rod found in the northerly right-of-way line of Irion Avenue (a variable width right-of-way, 55.7 feet wide at this point) said 1/2-inch iron rod found being the southwest corner of said Lot 17, continuing in all a distance of 507.70 feet to the southerly right-of-way line of Irion Avenue, and being in the north line of Lot 7 of Block 9 of said Diamond Hill addition;

THENCE with the southerly right-of-way line of Irion Avenue and the north line of said Lot 7 North 89°16'59" East a distance of 73.65 feet to the northeast corner of said Lot 7;

THENCE departing the southerly right-of-way line of Irion Avenue and the north line of said Lot 7 South 20°55'02" West a distance of 298.26 feet;

THENCE South 24°37'50" West a distance of 586.80 feet to the common west corner of Lots 18 and 19 Block 11 said Diamond Hill addition, from which a 3/8-inch iron and bois d'arc stake found for the most westerly northwest corner of said Lot 19 bears South 24°37'50" West a distance of 19.13 feet;

THENCE with the common line of said Lots 18 and 19 South 65°22'10" East a distance of 140.72 feet to a 1/2-inch iron rod found in the northwesterly right-of-way line of Glendale Avenue (a 60 foot wide right-of-way) for the common east corner of said Lots 18 and 19;

THENCE departing the common line of said Lots 18 and 19 with the northwesterly right-of-way line of Glendale Avenue the following courses and distances:

South 24°33'21" West a distance of 92.49 feet;

South 72°35'38" West passing at a distance of 149.00 feet a 3/8-inch iron rod found for the southwest corner of Lot 21 said Block 11, continuing in all a distance of 209.00 feet;

South 05°23'09" East a distance of 60.24 feet to the northerly line of the vacated 66 foot wide Fort Worth Cotton Belt Railway right-of-way;

THENCE departing the northwesterly right-of-way line of Glendale Avenue with the northerly line of said vacated Fort Worth Cotton Belt Railway right-of-way South 73°04'51" West a distance of 304.16 feet to the southeast corner of Lot 2 Block 4 of said Diamond Hill addition;

THENCE with the east lines of Lots 2 through 13 inclusive of said Block 4 North 01°46'51" East a distance of 613.55 feet to the common east corner of Lots 13 and 14 of said Block 4;

THENCE departing the east lines of said Lots 2 through 13 with the common line of said Lots 13 and 14 North 89°10'15" West a distance of 125.02 feet to a 1-inch pipe found in the easterly right-of-way line of Peak Street (a 60 foot wide right-of-way), for the common west corner of said Lots 13 and 14;

THENCE departing the common line of said Lots 13 and 14 with the easterly right-of-way line of Peak Street North $01^{\circ}46'51''$ East a distance of 102.91 feet to the southeasterly right-of-way line of Irion Street (a 60 foot wide right-of-way at this point);

THENCE with the southeasterly right-of-way of Irion Street North $50^{\circ}10'29''$ East a distance of 94.32 feet;

THENCE departing the southeasterly right-of-way of Irion Street North $38^{\circ}52'00''$ West at a distance of 60.00 feet passing the east corner of Lot 28 Block 5 of said Diamond Hill addition, continuing with the northeast line of said Lot 28 in all a distance of 210.00 feet to the north corner of said Lot 28;

THENCE departing the northeast line of said Lot 28 with the northwest lines of said Lot 28 and Lot 29 of said Block 5 South $50^{\circ}10'29''$ West a distance of 100.00 feet to the common west corner of said Lot 29 and Lot 30 of said Block 5;

THENCE with the common line of said Lots 29 and 30 South $38^{\circ}52'00''$ East a distance of 150.00 feet to the northwesterly right-of-way line of Irion Street;

THENCE departing the common line of said Lots 29 and 30 with the northwesterly right-of-way line of Irion Street the following courses and distances:

South $49^{\circ}49'09''$ West a distance of 52.49 feet;

North $88^{\circ}18'18''$ West a distance of 78.76 feet;

THENCE departing the northwesterly right-of-way line of Irion Street North $01^{\circ}40'13''$ East a distance of 80.00 feet;

THENCE North $88^{\circ}19'47''$ West a distance of 35.00 feet to the easterly line of Lot 2 of said Block 5;

THENCE with the easterly lines of Lots 2 through 11 inclusive of said Block 5 the following courses and distances:

North $01^{\circ}40'13''$ East a distance of 13.93 feet;

North $06^{\circ}24'27''$ West a distance of 475.06 feet to the south line of Lot 12 of said Block 5;

THENCE departing the easterly line of said Lots 2 through 11 with the south line of said Lot 12 North $83^{\circ}05'03''$ East at a distance of 93.30 feet passing the westerly right-of-way line of Glendale Avenue and the southeast corner of said Lot 12 departing the south line of said Lot 12 continuing in all a distance of 153.65 feet to the easterly right-of-way line of Glendale Avenue;

THENCE with the easterly right-of-way line of Glendale Avenue North $00^{\circ}46'00''$ West a distance of 297.38 feet to the POINT OF BEGINNING. Containing a computed area of 1,171,315 square feet or 26.890 acres.

METES & BOUNDS DESCRIPTION TRAIL DRIVERS PARK SOUTH TRACT

Being a 14.588 acre tract of land situated in the E. Little Survey, Abstract Number 954, Tarrant County, Texas, and being part of the tract of land described in the deed to the City of Fort Worth recorded in Volume 1055, Page 586, Deed Records, Tarrant County, Texas, said 14.588 acre tract of land being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod in concrete found in the southerly right-of-way line of Brennan Avenue (a 60 foot right-of-way) for the common north corner of Block 17 of Diamond Hill an addition to the City of Fort Worth according to the plat recorded in Volume 388, Page 21, Plat Records, Tarrant County, Texas and the tract described in the deed to Deanna Lee Walker recorded in Document Number D203457498, Deed Records, Tarrant County, Texas;

THENCE with the common line of said Block 17 and said Walker tract South 09°52'09" West a distance of 723.58 feet to a 1/2-inch iron rod in concrete found for the southwest corner of said Walker tract;

THENCE departing said common line with the westerly line of PARCEL #1 as described in the deed to the City of Fort Worth recorded in Volume 4649, Page 854, Deed Records, Tarrant County, Texas South 09°52'09" West a distance of 579.52 feet to the common line of Block 20 and Block 23 of said Diamond Hill addition;

THENCE departing the westerly line of said PARCEL #1 with the common line of said Blocks 20 and 23, North 80°07'51" West a distance of 415.00 feet;

THENCE North 09°52'09" East a distance of 32.50 feet to the southeast corner of Block 21 said Diamond Hill addition and being in the northerly right-of-way line of an unnamed street (a 60 foot right-of-way);

THENCE with the northerly right-of-way line of an unnamed street and the southerly line of said Block 21 the following courses and distances:

South 78°47'23" West a distance of 166.97 feet;

South 59°36'51" West a distance of 40.00 feet to a point in the easterly right-of-way line of Perry Street (a 60 foot right-of-way) and the westerly line of said Block 21;

THENCE departing the northerly right-of-way line of an unnamed street and said southerly line with the easterly right-of-way line of Perry Street and the westerly line of said Block 21 the following courses and distances:

North 02°58'21" East a distance of 377.00 feet;

North 57°19'37" East a distance of 30.96 feet to a point in the southerly right-of-way line of Peak Street (a 60 foot right-of-way);

THENCE departing the easterly right-of-way line of Perry Street continuing with the westerly line of said Block 21 and the southerly and easterly right-of-way lines of Peak Street the following courses and distances:

South 80°26'20" East a distance of 31.40 feet;

North 54°33'15" East a distance of 83.03 feet;

North 09°52'09" East a distance of 274.23 feet to the northwest corner of Lot 12 said Block 21, and being in the southerly right-of-way line of an unnamed street;

THENCE departing the easterly right-of-way line of Peak Street and the westerly line of said Block 21 with the northerly line said Lot 12 and the southerly right-of-way line of an unnamed street South 80°07'51" East a distance of 119.59 feet to the easterly line of Block 16 of said Diamond Hill addition;

THENCE with the easterly line of said Block 16 North 09°49'56" East passing at a distance of 300.00 feet a 5/8-inch iron with yellow cap marked "DOWDY" found for the common east corner of said Lots 5 and 6, continuing in all a distance of 487.75 feet to a concrete monument

found in the southerly right-of-way line of Brennan Avenue and being the northeast corner of said Block 16;

THENCE with the southerly right-of-way line of Brennan Avenue North $75^{\circ}36'33''$ East passing at a distance of 21.93 feet the northwest corner of the aforementioned Block 17 of said Diamond Hill addition continuing with the southerly right-of-way line of Brennan Avenue and the northerly line of said Block 17 in all a distance of 368.78 feet;

THENCE continuing with the southerly line of Brennan Avenue and the northerly line of said Block 17 South $71^{\circ}58'23''$ East a distance of 80.33 feet to the POINT OF BEGINNING. Containing a computed area of 635,160 square feet or 14.58 acres.

Save and Except:

A 15.74 acre tract of land, more or less, being situated in the E. Little Survey, A-954, in the City of Fort Worth, Tarrant County, Texas and being comprised of all of Block 17, save and except the eastern most 60 feet, all of Block 20, save and except the eastern most 60 feet and all of Block 21 of the Diamond Hill Addition, an addition to the City of Fort Worth, according to the Plat dated July 23, 1912, recorded in Volume 388, Page 21, Deed Records, Tarrant County, Texas, being more fully described by Metes and Bounds as follows:

BEGINNING: at a 5/8 inch iron rod being in southern right-of-way line of Brennan Road and being a northeastern corner of said Block 17 (Y = 408,751.91, X = 2,051,117.10), bearing N $34^{\circ}42'22''$ W, 4487.77 feet from the Southeast corner of said E. Little Survey;

THENCE: South $10^{\circ}23'50''$ West for a distance of 724.31 feet to a 1/2 inch rod found;

THENCE: South $10^{\circ}12'44''$ West for a distance of 592.06 feet to a point for corner;

THENCE: North $89^{\circ}23'00''$ West for a distance of 382.80 feet to a point for corner;

THENCE: North $89^{\circ}54'00''$ West for a distance of 150.10 feet to a point for corner;

THENCE: South $60^{\circ}20'00''$ West for a distance of 84.39 feet to a point for corner;

THENCE: North $03^{\circ}26'33''$ East for a distance of 478.50 feet to a point for corner;

THENCE: North $57^{\circ}47'49''$ East for a distance of 30.95 feet to a point for corner;

THENCE: South $79^{\circ}58'08''$ East for a distance of 30.40 feet to a point for corner;

THENCE: North $55^{\circ}01'28''$ East for a distance of 83.02 feet to a point for corner;

THENCE: North $10^{\circ}20'21''$ East for a distance of 274.19 feet to a point for corner;

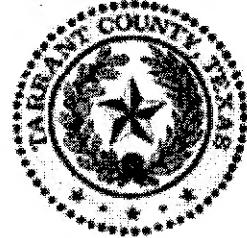
THENCE: South $79^{\circ}39'39''$ East for a distance of 119.57 feet to a point for corner;

THENCE: North $10^{\circ}18'08''$ East for a distance of 520.59 feet to a point for corner;

THENCE: North $76^{\circ}04'45''$ East for a distance of 375.21 feet to a point for corner;

THENCE: South $71^{\circ}24'39''$ East for a distance of 74.45 feet to a point for corner;

THENCE: South $10^{\circ}23'50''$ West for a distance of 31.46 feet to the **POINT OF BEGINNING** containing 15.74 acres, more or less.



DALE RESOURCES LLC
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/05/2009 08:15 AM
Instrument #: D209118855
LSE 27 PGS \$116.00

By: _____



D209118855

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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